

Williamsburg County Water & Sewer Authority

Post Office Box 1124
Kingstree, South Carolina 29556
(843)355-8997

WATER USERS AGREEMENT

This agreement entered into between Williamsburg County, South Carolina (Williamsburg County Water and Sewer Department) hereafter “the County”, and _____, (name of property owner(s), hereinafter “Owner”) who reside at _____, S.C. 29_____.

WITNESSETH

WHEREAS, the Owner desires to purchase water from the County and to enter into a water users agreement as required by the County.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The County shall furnish such quantity of water as Owner may desire in connection with Owner occupancy of the following described property:

1. Commonly Known As:

2. Legal Property Address:

3. Legally Described As: Williamsburg County Tax Map Number 45-_____

The County shall install at the County’s expense a water meter, a cutoff valve and a service line which shall begin at the water main line and extend to the building where water is provided. The County shall have exclusive right to use such cutoff valve and water meter. The service line shall connect with the water main line of the County at the nearest place of desired

use by the owner, provided the County has determined in advance that the system has sufficient capacity to permit delivery of water at that point.

The Owner agrees to grant the County, its successors and assigns, a temporary easement in, over, under and upon the above-described land, with the right to erect, construct and install water pipelines and appurtenant facilities, together with the right to utilize adjoining lands (not to exceed 15 feet) belonging to the Owner for the purpose of ingress to and egress from the above-described lands.

The County shall install and the Owner shall maintain at its expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect to the County water meter.

The Owner also agrees to be fully responsible for the service line from the water meter to the home including the installation of an approved back-flow device if required.

The Owner also agrees to pay for water at such rates, time, and place as shall be determined by the County, and agrees to the imposition of such penalties for noncompliance as are now set out in the County.

The Owner agrees to pay a tap and connection fee in the amount of **\$150.00** for a standard $\frac{3}{4}$ inch service.

The cash deposit required of persons (Tenants) who do not own land and/or dwelling, institutional, or commercial structure where the service is used at the time of the requested service being established is an additional **\$75.00**. In the event service to the Tenant is terminated, either voluntarily by the tenant, or by the County for cause, the deposit shall be held and applied by the County to any unpaid balance then owing on the Tenant's account. Should the account be fully paid at the time of termination of service, the deposit shall be refunded by the County within a reasonable time thereafter.

The County shall have final authority in any question of location of any service line connection to its water main line; shall determine the allocation of water to the Owner in the event of a water shortage; and may shut off water to an Owner who allows a connection or extension to be made of the Owner service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all of the needs of the Owner, or in the event there is a shortage of water, the County may prorate the water available among the various Owners on such basis as is deemed equitable by the County, and may also prescribe a schedule of hours covering use of water for garden purposed by particular Owners and require adherence thereto or prohibit the use of water for garden purposes before supplying any water for livestock purposes and must satisfy all the needs of all Owners for both domestic and livestock purposes before supplying any water for garden purposes.

The Owner agrees that no other present or future source of water will be connected to any water lines served by the County's waterlines and will disconnect from the present water supply prior to connecting to and switching to the County's system and shall eliminate their present or future cross-connections in the Owner's system.

The Owner shall connect the service lines to the County's water meter and shall commence to use water from the system on the date the water was made available, to the Owner by the County. Water charges to the Owner shall commence on the date service is made available, regardless of whether the Owner connects to the system.

In the event the Owner shall breach this contract by refusing or failing, without just cause, to connect a service line to the Association's distribution system as set forth above, and remain connected for a period of four (4) years from the date service is made available, the Owner agrees to pay the County a lump sum of **\$1,200.00** dollars as liquidated damages.

It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages in the breach by the Owner in either of the respects set forth above

would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The failure of a customer to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

1. Nonpayment by the due date (15th of the month) will be subject to a penalty of ten percent (10%) of the delinquent account.
2. Nonpayment by the 10th of the following month will result in the water being shut off from the Owner's property.
3. In the event it becomes necessary for the County to shut off the water from an Owner's property, a fee set by the County in its rate schedule will be charged for a reconnection of service.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20__.

Williamsburg County

By: _____

Owner

Owner